



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

WILLS—DISPOSAL OF TRUST ESTATE—HUMPHREY v. CAMPBELL, 37 S. E. 26 (S. C.)—*Held*, where a trust deed directed the trustee to pay the income of the estate to the testatrix for life, and provided that she should have power to dispose of the estate by will, and testatrix by will gave the estate to certain persons, the appointees not being those who would have inherited by the laws of descent, the trust estate on the death of the testatrix was not subject to the payment of her debts.

This case follows certain old South Carolina cases, *Bentham v. Smith*, Cheves Eq. 33; *Wilson v. Gaines*, 9 Rich. Eq. 420; but is opposed to the well-recognized rule that where a person has a general power of appointment, either by will or deed, and executes it, the property is deemed part of the assets and is subject to creditors. *Am. Eng. Ency. of Law*, 18-986; *Brandies v. Cochran*, 112 U. S. 352; *Clapp v. Ingraham*, 126 Mass. 210.

WILLS—CONSTRUCTION—CREATION OF TRUST—ENFORCEMENT OF PROVISIONS IN EQUITY—COLLISTER v. FASSITT (N. Y.), 57 N. E. Rep. 490.—The fourth paragraph of the testator's will was as follows: "I direct my wife, out of the property hereinafter given and bequeathed to her, by this will, to use so much thereof for the support and benefit of my niece [the plaintiff] as my said wife shall from time to time *in her discretion* think best to do." Upon suit being brought by the niece to enforce the trust, the court below decreed that the testator's wife should pay her \$1000 a year. *Affirmed*. Three of the judges dissent on the ground that, independent of the question whether a trust was created by this clause, it was clear that the amount, if any, to be paid, was left entirely to the discretion of the wife.

The majority opinion is in accordance with the view of the United States Supreme Court in the case of *Colton v. Colton*, 127 U. S. 300, where the provision was, "I recommend to her [the defendant] the care and protection of my mother and sister and request her to make such gift and provision for them as in her judgment will be best." It was there held that a trust was created and that it was the duty of the court to ascertain what provision would be suitable.

CONSTITUTIONAL LAW (MICH.)—LICENSE—CLASS LEGISLATION—VALENTINE v. BERRIEN CIRCUIT JUDGE, 83 N. W. 594 (Mich.)—Party was arrested for non-compliance with law requiring merchants, who sell produce upon commission, to execute a bond, in the penal sum of \$5000, conditioned for faithful performance of their contract and payment of licenses. *Held*, that the law was unconstitutional.

This act was not aimed at brokers or commission merchants generally, but solely at dishonest sellers who pack their produce in such a manner as to deceive. The regulation did not fall within the police power of the state, as the business, properly conducted, was in no way detrimental to the health, morals or peace of the community, and the law afforded ample remedy for cheating. The justices accordingly held the law unconstitutional on the ground of its being class legislation and an unjustifiable interference with the right of citizens to carry on legitimate business.

CONTRACTS—DELAY—DAMAGES—REMOTENESS—ATLANTIC & D. RY. CO. v. DELAWARE CONS. CO. ET AL, 37 S. E. 13 (Va.)—Contractors agreed to do certain work within a certain time and failed to complete it within that time. The railroad was compelled to decline a shipment of goods upon this account, and claimed damages for loss of profit from this shipment. *Held*, that such profits were too remote and speculative.

This case is probably in line with the weight of authority, as it is said that it is wholly uncertain whether any profit would have resulted from the shipment. *Burruss v. Hines*, 94 Va. 413, 26 S. E. 875; *Central Trust Co. of N. Y. v. Clark*, 92 F. 293, 34 C. C. A. 354; *Taylor Manufacturing Co. v. Hatcher & Co.*, 3 L. R. A. 587. But damages are given for loss of rental where house had not been rented and it is not known that it would have been. *Covode v. Principaal*, 68 N. W. 987.